

Attorney: \_\_\_\_\_

**Chang & Diamond, APC**  
**9089 Clairemont Mesa Boulevard, Suite 110 • San Diego, CA • 92123**  
**(619) 233-6300 • www.thebklawyers.com**

Name: \_\_\_\_\_

Record #: \_\_\_\_\_

Date: \_\_\_\_\_

**YOU ARE FILING FOR BANKRUPTCY AND THIS FACT WILL LIKELY BE REPORTED ON YOUR CREDIT REPORT**

**YOU MUST RECEIVE BUDGET OR CREDIT COUNSELING FROM AN APPROVED AGENCY WITHIN 180 DAYS PRIOR TO FILING FOR BANKRUPTCY**

**CHANG & DIAMOND, APC IS A “DEBT RELIEF AGENCY”**

\_\_\_\_\_ **Alternative #1: Chapter 7 (Debt Liquidation)** You are eligible for a discharge under Chapter 7 of the Bankruptcy Code where your monthly expenses exceed your monthly income. However, under the “Bankruptcy Reform and Consumer Abuse Act of 2005” you are presumed to have abused the Bankruptcy System where your monthly household income exceeds the median family income of this District.

You may overcome this presumption by demonstrating “Special Circumstances” exist in the granting of a discharge in your case. You are responsible for providing all documents that would demonstrate these “Special Circumstances”. **You hereby agree to indemnify Chang & Diamond APC for payment of your bankruptcy trustee’s costs incurred in furtherance of the dismissal or conversion of your bankruptcy.**

Client understands that mortgage and car payments must remain current and insured if they desire to retain these items. Client understands that not all debts are dischargeable. Some common exceptions to Chapter 7 discharge are: Government insured education loans, overpayment of government benefits, certain tax obligations, fraudulently incurred credit card charges, divorce obligations, child support obligations, fines and debt related to DUIs, municipal fines, and NSF checks.

You **MUST** provide your prior two years tax returns. You must also provide us with a list of all of your assets in excess of \$400.00. You must value your assets based upon the cost to buy an item which is just like the one being valued.

\_\_\_\_\_ **Alternative #2: Chapter 13 (Debt Consolidation)** Re-pay all or a percentage of your debt. This repayment plan can last up to 5 years and you will repay all or a percentage of your unsecured debt. This percentage is based upon your excess disposable income and/or value of non-exempt property. This percentage may be as little as 0% or as much as 100%. You are responsible to remain current on your mortgage payment. Your tax returns for the preceding two years must be filed prior to the filing of your case.

**You are responsible for providing us with all debt information including addresses, amounts owed, account numbers and date range of incurrence of debt and all household income and expenses and documentation thereof.** Remember our advice is based upon the information you provide to us.

Our fee does not include hearings or court dates not contemplated at the time you retain our services. We anticipate **one** hearing in chapter 7 and 13 cases. **Our fee does not include amendments required post-filing that are a result of your failure to provide us with information. Our fee does not include defense of Motions to Dismiss, Motions for Relief from Stay, Post Petition plan analysis, Motions to Reduce Plan payments, to incur additional debt, Adversary complaints, or Reaffirmation Agreements.** Reaffirmation hearings are **\$250.00** per appearance. Any other fees for services will be quoted separately.

If you discontinue our services or if we terminate the relationship due to your failure to cooperate, provide truthful information, or other good cause, you will be liable to us for any earned fees which have not been paid. You will also receive a refund for any unearned fees that you have paid. Upon termination of services, you must return all materials provided to you by the Chang & Diamond, APC. Once you return our materials including the petition that was prepared for you we will provide an accounting for fees. **Our hourly rate is \$350.00.** Remember, we begin working on your case immediately upon being retained. Time spent on your matter *prior* to retention of our services is then calculated into **all**

time spent on your case. Therefore, you will be billed for all time spent on your matter, pre and post retention. If a dispute occurs and Chang & Diamond prevails, client will be liable for attorney's fees and costs.

Upon being retained, Chang & Diamond will request documentation from you, prepare and provide a petition and schedules to you for your review and signature. Client agrees to provide all requested documentation within **7 days** from the date requested. Client further agrees to review, execute and return the petition to Chang & Diamond within **7 days** from the date the petition was received. Client understands that there will be an additional fee payable to Chang & Diamond (in addition to the agreed upon flat fee) of \$350.00 for any additional work caused by the failure to return the requested documents or petition within the allowed time frame. Your failure to provide **accurate, truthful, timely and complete information will cause additional, un-contemplated work that you will pay an additional fee for at our hourly rate of \$350.00 per hour.**

**Client obligations to Chang & Diamond APC** – It is the obligation of the client to timely respond to any and all requests for information and/or documents made by Chang & Diamond or the bankruptcy trustee. Timely means a response to a phone call within two (2) days and a response to an email within two (2) days of its postmark. If client fails to respond in a timely manner to any request from Chang & Diamond or the trustee for information or documents, Chang & Diamond will consider this a material breach of the Attorney/Client relationship and **cease further representation. Client has an absolute duty to provide current address, phone numbers and e-mail addresses to Chang & Diamond.**

I/We agree to hire Chang & Diamond to represent me/us in the filing of a Chapter \_\_\_\_\_ bankruptcy case. We understand there is a filing fee of \$335 for a Chapter 7 and a filing fee of \$310 for a Chapter 13 which is separate and apart from the attorney's fees. Client promises to help in the timely and efficient administration of their case.

I/We understand that this is a very serious legal proceeding governed by the Federal Bankruptcy laws and **WE HAVE AN OBLIGATION TO FULLY DISCLOSE ALL OF OUR ASSETS AND LIABILITIES TO CHANG & DIAMOND SO OUR BANKRUPTCY PETITION AND STATEMENT OF FINANCIAL AFFAIRS CAN BE PROPERLY PREPARED. I/WE UNDERSTAND THAT THE INFORMATION DISCLOSED IN OUR PETITION IS GIVEN UNDER PENALTY OF PERJURY AND THAT FEDERAL PENALTY FOR PERJURY INCLUDES IMPRISONMENT AND FINES.**

**Chapter 7:** I/We agree to pay \$\_\_\_\_\_ as a flat fee for the services of Chang & Diamond. I/We understand and agree that in addition to the flat fee for the services of Chang & Diamond I/We must pay the Court Mandated filing fee. I/We agree to pay \$\_\_\_\_\_ as a retainer and the balance of \$\_\_\_\_\_ in \_\_\_\_\_ monthly payments of \$\_\_\_\_\_. If I/We later decide to file a Chapter 13 instead of a Chapter 7, I/We agree and understand that the fees we have paid for the Chapter 7 were incurred for work on a Chapter 7 case and will not be applied to our Chapter 13 fee.

**Chapter 13:** I/We agree to pay \$\_\_\_\_\_ as an "Initial Fee" for the services of Chang & Diamond. This fee does not include amendments, defense of motions, raising motions on behalf of the debtor(s) or any court appearance in addition to the first meeting of creditors or first confirmation hearing. I/We agree to pay \$\_\_\_\_\_ down in addition to the filing fee in order to have the case filed. I/We have given Chang & Diamond \$\_\_\_\_\_ today. I/We agree that the balance of our fees will be disbursed by the Chapter 13 Trustee to Chang & Diamond and that if the value of the services rendered by Chang & Diamond, APC exceeds the initial fee charged, Chang & Diamond APC may file a fee application with the bankruptcy court which exceeds the "Initial Fee". You understand and agree to review the fee application.

In the event that I/We have received more than one consultation with Chang & Diamond, I/We agree that the value of these services is \$400.00 and that this sum is not part of the agreed upon bankruptcy fees, but is in addition to.

\_\_\_\_\_  
Debtor

\_\_\_\_\_  
Co-Debtor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date